

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/560,194

Confirmation No.:

Applicant(s): Tai et al.

Filed: 06/10/2004

Art Unit:

Examiner:

Title: Receptacle Connector Assembly For IC Card and IC Card
Connector

Attorney Docket No.: 003D.0083.U1(US)

Customer No.: 29,683

Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Petition Under 37 CFR §1.47(a)

Sir:

Applicant's attorney hereby petitions under 37 CFR §1.47(a) for a patent in the above-identified patent application.

Enclosed are the following items to support this petition:

- Statement of Facts;
- Fee under 37 CFR §1.17(g) ; and
- Inventor declaration signed by some of the inventors (the signing inventors).

Please charge deposit account 50-1924 for any fee deficiency, or any extension of time fees or surcharge fee.

Respectfully submitted,

Mark F. Harrington

Mark F. Harrington (Reg. No. 31,686)

4/7/06

Date

Customer No.: 29683

Harrington & Smith, LLP
4 Research Drive
Shelton, CT 06484-6212
203-925-9400

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail on the date shown below in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

4/7/2006
Date

Clair F. Mann
Name of Person Making Deposit

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Commissioner For Patents
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Alexandria, VA 22313-1450

Statement of Facts to Support
Petition Under 37 CFR §1.47(a)

Sir:

The undersigned hereby declares:

I, Mark Harrington, am a patent attorney with the law firm of Harrington & Smith, LLP, 4 Research Drive, Shelton, CT 06484.

Based upon information and belief, one of the inventors, **Scott Lu** (hereinafter the non-signing inventor), in the above-identified patent application refuses to sign the oath/declaration for the present application or cannot be found or reached after diligent effort. Therefore, application for patent in the above-identified patent application is being made on behalf of the nonsigning inventor by all the available joint inventor(s).

Relationship To The Inventor:

The undersigned has no relationship to the nonsigning inventor.

Proof That The Inventor Cannot Be Found Or Reached After A Diligent Effort Or Refuses To Execute The Application Papers:

- On February 7, 2006 a letter was sent by the undersigned to the nonsigning inventor at his last known address. A copy of that letter is attached in Exhibit A. The letter and documents referred to in the letter were sent to the non-signing inventor via Federal Express with a pre-paid return envelope. The documents included a copy of the application as filed including a copy of the specification, claims and drawings. No reply was received to that letter.
- Based upon information and belief, prior to mailing of the letter noted above, a copy of the declaration was delivered to the wife of the non-signing inventor and delivered to the non-singing inventor by his wife. In a subsequent telephone conversation with a former co-worker, the non-signing inventor indicated that he would not sign the declaration.

Last Known Address Of Inventor:

Based upon information and belief, the last known address of the inventor is:

Scott Lu
72-20, Fu-An 2nd Street

Chung Li City, 320
Taiwan (ROC)

Proof That The Filing Of The Application Is Necessary:

The U.S. national stage application was filed with the USPTO on 12/8/2005. A Notification of Missing Requirements Under 35 U.S.C. 371 was mailed on 03/15/2006. A response to the Notice is due by 05/15/2006. Unless this application for patent (without the non-signing inventor's signature) is accepted, the above-identified application will go abandoned.

Thus, the present Petition Under 37 CFR §1.47(a) is necessary to preserve the rights of the parties.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 4/7/06

By: Mark Harrington

Name: Mark Harrington

Exhibit A

LAW OFFICES
HARRINGTON & SMITH, LLP

Patent, Trademark and Copyright Practice

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Mr. Scott Lu
72-20, Fu-An 2nd Street
Chung-Li, Tao Yuan
Taiwan 320

Via Federal Express

February 7, 2006

www.HSPatent.com

Re.: U.S. Patent Application No. 10/560,194
Based upon International Appl. No.: PCT/SG2004/000176
"Receptacle Connector Assembly For IC Card And IC Card Connector"
Our Ref. No. 003D.0083.U1(US)

Dear Mr. Lu:

We represent FCI for the above-identified patent application in the United States. Enclosed is a copy of the application including the description, claims and drawings. You are one of the inventors as identified in the International Appl. No.: PCT/SG2004/000176. We need to file a declaration in the U.S. Patent and Trademark Office to complete the national stage filing requirements. Enclosed is a copy of the declaration for your signature. Please sign and date the enclosed declaration and return it to us in the enclosed prepaid Federal Express return envelope.

We understand that you now work for a competitor of FCI, and have previously indicated that you would not sign the declaration. However, in order to proceed with the U.S. patent application, regardless of whether or not you actually sign the declaration, we needed to attempt to present you with the papers for signing. If you agree to signing the formal papers for the U.S. patent application, also enclosed is an assignment document which you can also sign and return.

Thank you for your consideration.

Sincerely,

HARRINGTON & SMITH, LLP



Mark F. Harrington
MFH/
Encl.

From: Origin ID: OXCA (203) 925-9400
 Ann Okrentowich
 HARRINGTON & SMITH, LLP
 4 RESEARCH DRIVE

SHELTON, CT 06484
 UNITED STATES

SHIP TO: 0000000000

BILL SENDER

Scott Lu

72-20, Fu-An 2nd Street
 Taoyuan

Chung li city, 320
 TW



Ship Date: 07FEB06
 AcWgt: 1 LB
 System#: 3209246/INET2400
 Account#: S *****

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REF: 003D.0083.U1(US)
 DESC-1: Legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 1.00 USD
 T/C: S 233503088 D/T: S 233503088
 SIGN: Ann Okrentowich
 EIN/VAT:

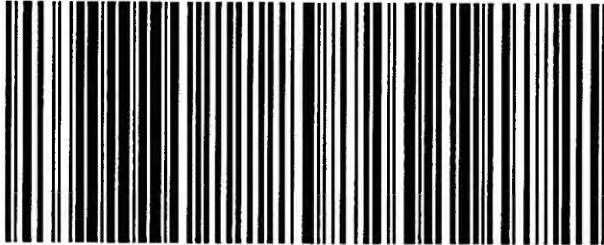
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TRK# 7903 1393 4590

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